

# MISSOURI PACIFIC RAILROAD CO.

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TEL. AREA CODE 314 622-0123

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JAMES E. SYKES 622-2012  
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NINA K. WUESTLING 622-2017  
ASSISTANT GENERAL ATTORNEYS

RECORDATION NO. 5913-18 Filed

DEC 21 1982 11 45 AM

December 14, 1982 INTERSTATE COMMERCE COMMISSION

Re: Conditional Sale Agreement between American Refrigerator Transit Company and ACF Industries, Incorporated, and Assignment to Mercantile Trust Company National Association, both dated as of December 17, 1970 --  
ICC Recordation No. 5913 -- Filed and Recorded on December 28, 1970.

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
12th Street & Constitution Ave., N.W.  
Washington, DC 20423

2-255A061  
No. DEC 21 1982  
Date  
Fee \$ 10.00

Dear Ms. Mergenovich:

ICC Washington, D. C.

Enclosed for filing pursuant to Section 11303 of the Interstate Commerce Act and 49 Code Fed. Reg. Section 116.1(a) et seq., are four executed counterparts of a Full Release and Satisfaction, dated as of December 7, 1982, executed by Mercantile Trust Company National Association, Assignee under the above Conditional Sale Agreement, dated and recorded as specified in the caption hereof. The enclosed instrument releases from the above Conditional Sale Agreement all railroad equipment which may be subject thereto.

American Refrigerator Transit Company's voucher to cover the \$10.00 recording and filing fee is enclosed herewith. Upon filing and recording of the enclosed Release and Satisfaction, would you please return to the undersigned three counterparts showing thereon the Commission's recordation stamp. A self-addressed, stamped envelope is enclosed for your use.

Very truly yours,

  
William G. Barr

WGB:aes

Enclosures: Release and Satisfaction (4)  
Voucher #588158, dated December 14, 1982

RECEIVED  
DEC 21 11 37 AM '82  
I.C.C.  
FEE OPERATION BR.

# Interstate Commerce Commission

Washington, D.C. 20423

## OFFICE OF THE SECRETARY

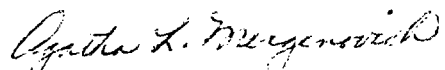
William G. Barr  
Missouri Pacific RR Co.  
210 N. 13th Street  
St. Louis, Missouri 63103

December 21, 1982

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/21/82 at 11:45AM, and assigned re-recording number(s). 5913-B

Sincerely yours,

  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

FULL RELEASE AND SATISFACTION  
OF  
CONDITIONAL SALE AGREEMENT

RECORDATION NO. 5913-B  
FILED 1425

DEC 21 1982 - 11 45 AM

INTERSTATE COMMERCE COMMISSION

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, by a certain Conditional Sale Agreement, dated as of December 1, 1970, between ACF INDUSTRIES, INCORPORATED (hereinafter called the Manufacturer) and AMERICAN REFRIGERATOR TRANSIT COMPANY (hereinafter called the Vendee), under the terms of which the Manufacturer sold and delivered to the Vendee, and the Vendee bought from the Manufacturer, as set forth in said Conditional Sale Agreement (hereinafter called the Agreement) 100 70-ton box cars (the Equipment), more particularly described therein; and

WHEREAS, by an Agreement and Assignment dated as of December 1, 1970 (hereinafter called the Assignment), the Manufacturer assigned and transferred to Mercantile Trust Company National Association (the Assignee), certain rights, powers and privileges of the Manufacturer, including the retained title of the Manufacturer to the Equipment described in the Agreement; and

WHEREAS, the Agreement and the Assignment were filed and recorded with the Interstate Commerce Commission on December 28, 1970, pursuant to Section 20c of the Interstate Commerce Act and assigned Recordation No. 5913; and

WHEREAS, by Agreement dated as of October 31, 1973, and filed and recorded with the Interstate Commerce Commission on December 6, 1973, pursuant to Section 20c of the Interstate Commerce Act under Recordation No. 5913-A, said Agreement and Assignment was in part assigned to and assumed by NW Equipment Corporation and said NW Equipment Corporation received Vendee's interest in a portion of the Equipment and assumed a portion of the debt and obligation under said Agreement, all as more particularly described in said Agreement dated as of October 31, 1973; and

WHEREAS, all sums of money due and payable under the terms of said Agreement and Assignment have been paid in full and satisfied, and all obligations imposed upon the Vendee and the Vendee's Assignee in said Agreement have been duly complied with and performed;

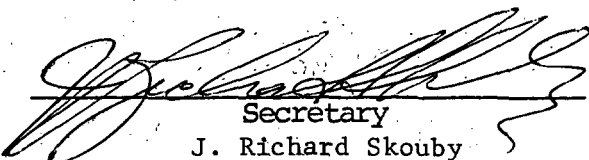
NOW, THEREFORE, in consideration of the premises and of other good and valuable considerations to it paid, receipt of which is hereby acknowledged, MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION hereby acknowledges full payment and satisfaction of all moneys payable under the terms of said Agreement and the performance by the Vendee of all the covenants and agreements imposed

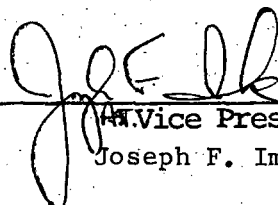
upon it thereunder; hereby consents that the Agreement be released and discharged of record, and constitutes and appoints each of the officers having charge and custody of any records where the Agreement may be filed or recorded, as its Agent and attorney with full power and authority to satisfy and discharge of record the Agreement, and to endorse upon the margin of the record the satisfaction, release and discharge of the lien of the Agreement; and hereby FOREVER RELEASES AND DISCHARGES American Refrigerator Transit Company and NW Equipment Corporation, their successors and assigns, of and from all obligations and liabilities under said Agreement, and hereby quit-claims, assigns, transfers and sets over unto American Refrigerator Transit Company and NW Equipment Corporation, without warranty or representation, all of its right, title and interest in their respective portion of the Equipment now or at any time owned or acquired by either of said corporations pursuant to the Agreement, hereby confirming that said Equipment is free from any right, title, security interest, lien or encumbrance in favor of Mercantile Trust Company National Association by virtue of said Agreement.

IN WITNESS WHEREOF, MERCANTILE TRUST COMPANY NATIONAL ASSOCIATION, pursuant to due corporate authority, has caused these presents to be executed in its behalf by a duly authorized officer and its corporate seal to be hereto affixed and duly attested as of the 7th day of December, 1982.

ATTEST:

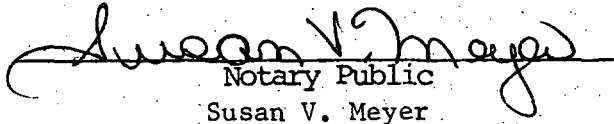
MERCANTILE TRUST COMPANY  
NATIONAL ASSOCIATION

  
Secretary  
J. Richard Skouby

By   
Vice President  
Joseph F. Imbs

STATE OF MISSOURI     )  
                              ) ss.  
CITY OF ST. LOUIS     )

On this 7th day of December, 1982, before me personally appeared Joseph F. Imbs Asst., to me personally known, who, being by me duly sworn, says that he is a Vice President of Mercantile Trust Company National Association, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public  
Susan V. Meyer

My Commission expires: July 1, 1985